

1 BILL NO. S-85-04-13

2 SPECIAL ORDINANCE NO. S-

58-85

3 AN ORDINANCE approving Contract  
4 #407-85, Phase VII, Southwest  
5 Interceptor S-1, GM, by the City  
6 of Fort Wayne by and through its  
7 Board of Public Works and Safety  
8 and John Dehner, Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the annexed Contract #407-85, Phase VII,  
12 Southwest Interceptor S-1, GM, by the City of Fort Wayne by and  
13 through its Board of Public Works and Safety and John Dehner, Inc.,  
14 is hereby ratified, and affirmed and approved in all respects.

15 The work under said Contract requires:

16 construction of 30" sewers in  
17 diameter beginning at a proposed  
18 manhole located east of Indiana-  
19 polis Road and South of Lafayette  
20 Center Road near their intersection;  
21 thence Westerly along the South  
22 right-of-way line of Lafayette  
23 Center Road 9,330+ LF to a proposed  
24 manhole; thence North along a line  
25 East of the proposed I-69 right-  
26 of-way to a proposed manhole; thence  
27 Westerly across I-69 North of the  
28 existing 112-inch by 75-inch culvert  
29 terminating at a proposed manhole  
30 at the General Motors site, for a  
31 total of 11,400+ LF;

32 the Contract price is One Million One Hundred Sixty-Nine Thousand  
Four Hundred Eighty-Two and 21/100 Dollars (\$1,169,482.21).

SECTION 2. Prior Approval was received from Council  
with respect to this Contract on March 12, 1985. Two (2) copies  
of the Contract attached hereto are on file with the City Clerk,  
and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

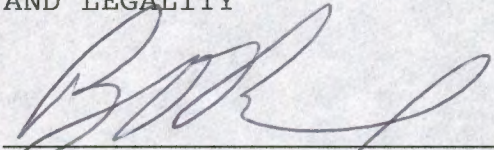
  
Councilmember



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Page Two

APPROVED AS TO FORM  
AND LEGALITY



Bruce O. Boxberger, City Attorney

FOX RIVER BOND  
25% COTTON



Read the first time in full and on motion by Henry, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S

DATE: 4-9-85 Maryda Eschaff  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Henry, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	_____	_____	_____	_____
BRADBURY	<u>✓</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GiaQUINTA	<u>✓</u>	_____	_____	_____	_____
HENRY	<u>✓</u>	_____	_____	_____	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 4-23-85 Maryda Eschaff  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 8-58-85 on the 23rd day of April, 1985,

ATTEST: (SEAL)  
Maryda Eschaff Mark E. GiaQuinta  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1985, at the hour of 11:30 o'clock PM M., E.S.T.

Maryda Eschaff  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of April, 1985, at the hour of 300 o'clock PM M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CONTRACT NO. 407-85  
PHASE VII

THIS CONTRACT Made and entered into in six (6) copies this 27 day of March, 1985, by and between JOHN DEHNER, INC., herein called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

SOUTHWEST INTERCEPTOR S-1; Phase VII

Beginning at a proposed manhole located east of Indianapolis Road and South of Lafayette Center Road near their intersection; thence Westerly along the South right-of-way line of Lafayette Center Road 9,330± LF to a proposed manhole; thence North along a line East of the proposed I-69 right-of-way to a proposed manhole; thence Westerly across I-69 North of the existing 112-inch by 75-inch culvert, terminating at a proposed manhole at the General Motors site, for a total of 11,400± LF. These sewers are 30-inches in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11140, Sheets 1 through 20 inclusive, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$1,169,482.21. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1.	30" RCSP CL IV W/Epoxy Liner	Sixty and 48/100 Dollars	\$	60.48
2.	24" RCSP CIII W/Epoxy Liner	Thirty-Nine and 34/100 Dollars	\$	39.34
3.	6" Building Sewer Jack and Bored	Eighty-Seven and 32/100 Dollars	\$	87.32
4.	6" Building Sewer Open Cut	Eight and 90/100 Dollars	\$	8.90
5.	12" CMP 14 Gauge	Ten and 45/100 Dollars	\$	10.56
6.	Steel Casing Pipe 48" Direct Burial	Two Hundred Ninety-Seven and 91/100 Dollars	\$	297.91
7.	Steel Casing Pipe 48" Jacked and Bored	Three Hundred Eighty-Nine and 22/100	\$	389.22
8.	Standard Bulkhead 18" to 30"	Fifty-Five and no/100 Dollars	\$	55.00
9.	Type V-J MH	Two Thousand Two Hundred Five and no/100 Dollars	\$	2,205.00
10.	84" Diameter Type J MH	Three Thousand Seven Hundred Sixty-Five and no/100 Dollars	\$	3,765.00
11.	CB CFW Std.	One Thousand and no/100 Dollars	\$	1,000.00
12.	6" Service Tap	Three Hundred Forty-Three and no/100 Dollars	\$	343.00
13.	8" Service Taps	One Hundred Forty and no/100 Dollars	\$	140.00



14.	Unstable Soil Excavation	Seventeen and 50/100	\$	17.50
15.	Special Backfill-Gravel	Seven and 50/100 Dollars	\$	7.50
16.	12" Deep Strength Asphalt Surface	Eighteen and 40/100 Dollars	\$	18.40
17.	10" Deep Strength Asphalt Surface	Twenty-Two and 15/100 Dollars	\$	22.15
18.	1" Asphalt A-2 Surface	Two and 09/100 Dollars	\$	2.09
19.	6" Concrete Drive Replace.	Sixteen and no/100 Dollars	\$	16.00
20.	Gravel Drive Replace.	Three and 71/100 Dollars	\$	3.71
21.	Gravel Shoulder Replace.	Three and 71/100 Dollars	\$	3.71
22.	5" Chain Link Fence W/Posts	Five and 41/100 Dollars	\$	5.41
23.	12" Field Tile Replacement	Eight and 58/100 Dollars	\$	8.58
24.	10" Field Tile Replacement	Seven and 59/100 Dollars	\$	7.59
25.	6" Field Tile Replacement	Four and 82/100 Dollars	\$	4.82
26.	Special Backfill #53/#73 Stone for Driveway Cross	Nine and 50/100 Dollars	\$	9.50
27.	Seeding and 2" Mulch	No Dollars and .70/100	\$	0.70

### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for

Contract 407-85-Phase VII



in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless the City of Fort Wayne, Indiana.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR.

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statute of Indiana and Ordinances of the City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 407-85, Phase VII,
- B. Instructions to Bidders for Contract No. 407-85, Phase VII,
- C. Contractor's Proposal dated February 13, 1985,
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawings No. SY-11140 sheets 1 thru 20 inclusive,
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23,

Contract No. 407-85

Phase VII



- 1980, and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department,
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne,
  - G. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended),
  - H. Prevailing wage scale,
  - I. Performance Bond,
  - J. Labor and Material Payment Bond,
  - K. Comprehensive Liability Insurance Coverage,
  - L. Application for road-cut permit (City and County)
  - M. Escrow Agreement,
  - N. Notice of Award,
  - O. Notice to Proceed,
  - P. Change Order,
  - Q. Notice of Final Acceptance,
  - R. Special Provisions, and
  - S. Soil Boring Appendix.
  - T. Allen County Drainage Board legal drain crossing permits.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in \* consecutive calendar days after having been ordered by the Owner to commence work under this contract, see special notes: \*page Addendum No. 1  
Sewer work complete by Sept. 1, 1985; Entire project complete by October 15, 1985.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the



date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Gerald Dehner  
Gerald Dehner, President

BY: Edward L. Dehner  
Edward L. Dehner, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.  
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour  
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snouffer  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiestler  
David J. Kiestler,  
Director of Public Works and Safety

Colette R. Simon  
Colette R. Simon,  
Director of Administration and Finance

Lawrence D. Consalvos  
Lawrence D. Consalvos,  
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By: \_\_\_\_\_

Contract No. 407-85

Phase \_\_\_\_\_



NOTICE OF AWARD

RECEIVED

NA-1

To: John Dehner, Inc.

P.O. Box 11346

Fort Wayne, Indiana 46857

MAR 21 1985

JOHN DEHNER, INC.

Project Description: Fort Wayne, Indiana, Southwest Interceptor S-1, Phase VII,  
Resolution 407-85

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated January 25 and February 1, 1985, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$1,169,482.21. (Provisions added here)

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 6th day of March, 1985.

City of Fort Wayne, Indiana

Owner

By: David J. Kist

Title: Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By: Gerald Dehner on this 21st day of March, 1985.

By: Gerald Dehner

Title: President



Know all men by these presents, that

John Dehner, Inc.

Name of Contractor

P.O. Box 11346, Fort Wayne, Indiana 46857

Address of Contractor

a Corporation hereinafter called  
Corporation, Partnership, or Individual

Principal, and United States Fidelity & Guaranty Co.

Name of Surety

Baltimore, Maryland

Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of ~~one million one hundred sixty nine thousand~~ <sup>four hundred eighty two and 21/100</sup> dollars (\$ ~~1,169,482.21~~ ) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into a certain contract with the City, dated the 27<sup>th</sup> Day of March, 19 84, for construction

of: Phase VII, Sewer GMC; 407-85

All according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11140 Page 9 through 17 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specification; and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Contract No. 407-85



Performance Bond - Page 2

IN WITNESS WHEREOF, this instrument is executed in 1  
Numbercounterparts, each one of which shall be deemed an original, this 21st.day of March, 19 85.

ATTEST:

JOHN DEHNER, INC.

Principal

By: Gerald H. Dehner (S)

Gerald Dehner - President

Principal, secretary

Edward L. Dehner

(SEAL)

Witness as to principal

1206 Clark Street

Address

Fort Wayne, Indiana 46808

P.O. Box 11346, Fort Wayne, IN 46857

Address

Surety

ATTEST:

Surety, secretary

(SEAL) WASTE, ZENT &amp; RYE AGENCY, INC.

BY: Shirley T. Seaton

Witness as to Surety

201 W. Wayne St., Fort Wayne, IN 46802

Address

UNITED STATES FIDELITY &amp; GUARANTY CO.

By: John J. Pelt

Attorney-in-Fact

Baltimore, Maryland

Address

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



Speciman form of  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

John Dehner, Inc.

Name of Contractor

P.O. Box 11346, Fort Wayne, Indiana 46857

Address of Contractor

Corporation

a \_\_\_\_\_, hereinafter called Principal  
Corporation, Partnership or Individual

and United States Fidelity & Guaranty Co.

Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne and Indiana Municipal Corporation in the penal sum of ~~one million one hundred sixty nine thousand~~ <sup>four hundred eighty two and 21/100</sup> Dollars (\$1,169,482.21) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27<sup>th</sup> day of March, 19 <sup>85</sup>, for the construction of: Phase VII, GMC, 407-85

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11140 Page 9 through 17 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.



## Payment Bond - page 2

IN WITNESS WHEREOF, this instrument is executed in 1 counterparts,  
 each one of which shall be deemed an original, this 21st. day of  
March, 1985.

## ATTEST:

Edward L. Dehner  
 Principal, Secretary  
 Edward L. Dehner  
 (SEAL)

JOHN DEHNER, INC.

Principal

By: Gerald G. Dehner (S)  
 Gerald G. Dehner - President  
 P.O. Box 11346, Fort Wayne, IN 46857  
 Address

Equi Carpenter  
 Witness as to Principal  
 1206 Clark Street  
 Address  
 Fort Wayne, Indiana 46808

## ATTEST:

Surety, Secretary  
 (SEAL) WASTE, ZENT & RYE AGENCY, INC.  
 BY: James T. Green  
 Witness as to Surety  
 201 W. Wayne St., Fort Wayne, IN 46802  
 Address

UNITED STATES FIDELITY &amp; GUARANTY CO.

Surety

By: John J. Dehner  
 Attorney-in-Fact  
 Baltimore, Maryland  
 Address

NOTE: Date of Bond must not be prior to date of Contract.  
 If Contractor is Partnership, all partners should execute bond.



**CERTIFIED COPY**  
**GENERAL POWER OF ATTORNEY**  
No. 96531

**Know all Men by these Presents:**

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXX~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of November, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By A. Nord Bjorke  
Vice-President.

(SEAL) (Signed) Jack S. Mallinger  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this 2nd day of November, A. D. 1984, before me personally came A. Nord Bjorke, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Jack S. Mallinger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said A. Nord Bjorke and Jack S. Mallinger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 2nd day of November, A. D. 1984  
(SEAL) (Signed) Sandra E. Banks  
Clerk of the Circuit Court for Baltimore City.



**acord**

# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Yaste, Zent & Rye Agency, Inc.  
P.O. Box 1367  
Fort Wayne, IN 46801

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Fireman's Fund  
COMPANY LETTER **B** Continental  
COMPANY LETTER **C**  
COMPANY LETTER **D**  
COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

John Dehner, Inc.  
P.O. Box 11346  
Fort Wayne, IN 46857

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>MX 5116421</b>	<b>1/1/86</b>	BODILY INJURY	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 250	\$ 500
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
<b>A</b>	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD	<b>MX 5116421</b>	<b>1/1/86</b>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>	<b>MX 5116421</b>	<b>1/1/86</b>	BODILY INJURY EACH PERSON	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	
	<input checked="" type="checkbox"/> NON-OWNED					
<b>B</b>	<b>EXCESS LIABILITY</b>	<b>LX 2633244</b>	<b>1/1/86</b>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5,000	\$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA FORM					
<b>A</b>	<input type="checkbox"/> OTHER THAN UMBRELLA FORM	<b>MNX 5116421</b>	<b>1/1/86</b>	STATUTORY	\$ 100	
	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>					
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Phase VII, Sewer GMC, 407-85

ANY AND ALL OPERATIONS OF THE NAMED INSURED.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne, IN & Indiana  
Municipal Corporation  
One Main St.  
City-County Building  
Fort Wayne, IN 46802

DATE

3/25/85

*Gerald A. Pahl*  
AUTHORIZED REPRESENTATIVE



TITLE OF ORDINANCE Contract #407-85, Phase VII, Southwest Interceptor S-1, GM

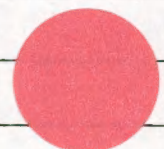
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

85-04-13

SYNOPSIS OF ORDINANCE Contract #407-85, Phase VII, Southwest Interceptor S-1

is for construction of 30" sewers in diameter beginning at a proposed manhole located east of Indianapolis Road and South of Lafayette Center Road near their intersection; thence Westerly along the South right-of-way line of Lafayette Center Road 9,330+ LF to a proposed manhole; thence North along a line East of the proposed I-69 right-of-way to a proposed manhole; thence Westerly across I-69 North of the existing 112-inch by 75-inch culvert terminating at a proposed manhole at the General Motors site, for a total of 11,400+ LF. John Dehner, Inc. is Contractor.

PRIOR APPROVAL WAS RECEIVED 3/12/85



EFFECT OF PASSAGE Sewer to serve above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$1,169,482.21

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-85-04-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
#407-85, Phase VII, Southwest Interceptor S-1, GM, by the City of  
Fort Wayne by and through its Board of Public Works and Safety and  
John Dehner, Inc..

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

Thomas C. Henry  
THOMAS C. HENRY  
CHAIRMAN

Janet G. Bradbury  
JANET G. BRADBURY  
VICE CHAIRWOMAN

Donald J. Schmidt  
DONALD J. SCHMIDT

James S. Stier  
JAMES S. STIER

Charles B. Redd  
CHARLES B. REDD

CONCURRED IN 4-23-85

SANDRA E. KENNEDY  
CITY CLERK